

12167-B
RECORDATION NO. 12167-B
FILED 1428

FFB 9 1981 -2 30 PM
INTERSTATE COMMERCE COMMISSION

January 23, 1981

FIRST CITY BANK

OF DALLAS

12167-A
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INTERSTATE
COMMERCE COMMISSION
RECEIVED

FEB 2 1981

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

ADMINISTRATIVE SERVICES
MAIL UNIT

RE: Earl S. Holland and Verla Sue Holland
3 Railroad cars # RUSX 5042, RUSX 5043, RUSX 5044

Gentlemen:

Enclosed please find two copies which we certify to be true and correct copies of the original security agreement and our note in our file. Also enclosed are two copies of the bill of sale which was presented to us by our customer, Earl Holland.

2/19/81
60.00
100 Washington, D.C.

These documents are for recording our lien against the above referenced railway cars.

These three railway cars are used or intended for use in connection with interstate commerce or interest therein owned by Mr. and Mrs. Earl A. Holland at the date of said mortgage or thereafter acquired by it or its successors as owners of the railway.

Should you need any additional documentation, please call collect at 214-655-8378.

Sincerely,

Janis M. Gaines
Janis M. Gaines
Collateral Supervisor

Ref: RECORDATION # 12167-A
Sept 4, 1980
420 P.M.
I.C.C.

FFB 9-1981-2 30 PM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, ACF INDUSTRIES, INCORPORATED (the "Seller"), does hereby sell, grant, transfer and deliver all of its right, title and interest in and to the following described units of railroad equipment (the "Equipment"):

<u>Description</u>	<u>No. of Cars</u>	<u>Reporting Marks</u>	<u>Delivery Date</u>
100-Ton Roller Bearing, CF 4650 Center Flow Covered Hopper Cars	3	RUSX 5042-5044	June 30, 1980

unto Mr. & Mrs. Earl A. Holland (the "Buyer"), and Buyer's heirs and assigns.

The Seller hereby warrants to the Buyer and Buyer's heirs and assigns that at the time of delivery of each of the above described units of Equipment to Buyer, the Seller had legal title thereto and good and lawful right to sell such unit, and the title to such unit was free and clear of all liens, claims, encumbrances and other security interests of any nature, and the Seller covenants that it will warrant and defend such title against all claims and demands whatsoever.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by a duly authorized officer and its corporate seal to be hereunto affixed, duly attested, as of the delivery date(s) set forth above.


ACF INDUSTRIES, INCORPORATED

BY


H. A. BORST
TREASURER

Its

ATTEST:


Assistant Secretary

12965

DALLAS, TEXAS, June 30, 1980

\$ 130,000.00

Demand or Three Hundred Sixty Five Days after date, for value received, the undersigned promise(s) to pay to the order of

FIRST CITY BANK OF DALLAS

(hereinafter called the "Bank") at its offices at One Main Place, Dallas, Texas, in lawful money of the United States of America the sum of

One Hundred Thirty Thousand and No/100

Dollars

with interest thereon at the rate of 12.00 per cent per annum from date until maturity and at the maximum non-usurious rate permitted by law from maturity until paid. Interest shall be calculated on a per annum basis of 360 days unless such calculation would result in a usurious rate, in which event interest shall be calculated on a per annum basis of 365 days.

If this note or any payment of principal or interest hereon is not paid when due; or if the undersigned or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party or other person liable upon or for payment of this note (each hereinafter called an "other liable party"), shall die, become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy; or if the undersigned or any co-partnership of which the undersigned is (are) a member or members shall suspend the transaction of his, its, or their usual business, or be expelled from or suspended by any stock or securities exchange or other exchange; or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such co-partnership or other liable party; or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, re-adjustment of indebtedness, re-organization, composition or arrangement shall be filed, or any proceedings shall be instituted under any such law, by or against the undersigned or any such co-partnership or other liable party; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such co-partnership or other liable party; or if any indebtedness of the undersigned or of any such co-partnership or other liable party for borrowed money shall become due and payable by acceleration of maturity thereof; or if the undersigned (if a corporation) shall be dissolved or a party to any merger or consolidation without the written consent of the Bank; or if the undersigned or other liable party fails to furnish financial information requested by Bank; or if a default occurs under any instrument now or hereafter executed in connection with or as security for this note; or if Bank in good faith deems itself insecure; thereupon, at the option of the Bank, this note and any and all other indebtedness of the undersigned to the Bank shall become and be due and payable forthwith without demand, notice of nonpayment, presentment, protest or notice of dishonor, all of which are hereby expressly waived by the undersigned and each other liable party.

If this note is not paid at maturity whether by acceleration or otherwise and is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in probate, bankruptcy, receivership, re-organization, arrangement or other legal proceedings for collection hereof, the undersigned and each other liable party agree to pay Bank a reasonable amount as attorney's fees which is agreed to be an additional amount equal to ten per cent of the unpaid principal and interest hereof. Each of the undersigned, if more than one, and each other liable party are and shall be directly and primarily, jointly and severally, liable for the payment of all sums called for hereunder, and the undersigned and each other liable party hereby expressly waive bringing of suit and diligence in taking any action to collect any sums owing hereon and in the handling of any security, and the undersigned and each other liable party hereby agree to all renewals, extensions, rearrangements and/or partial prepayments hereon and to any release or substitution of security herefor, in whole or in part, with or without notice, before or after maturity. **Principal \$2,708.33 plus interest payable quarterly

Bank Stock, Railroad hopper cars

No. 36931-00

Due June 30, 1981

Address 1725 Sandpiper, Plano, Texas 75074

Boxed Spaces Below

LT	FP	BP	CP	YB	BC	PR	IP	CEG
122	093080	093080	30	6	2	251		
FR	FI	BI	CI	CEG			CEG	CEG
520	093080	093080	30	*PP270833*2**				